which resulted in a depreciation of the value of the suburban property. *Held*, an action for breach of contract could not be maintained, because the defendant's promise was too indefinite. *Arundel Realty Co.* v. *Md. Eelctric Rys. Co.* (Md. 1911), 81 Atl. 787.

This case is of interest to the many owners of suburban property who may have purchased the same from railroad companies. The court states that facts similar to those in this case, have never before come to the attention of any tribunal, the closest resemblance being *Md. & Pa. Ry. Co.* v. *Silver,* 110 Md. 510, 517, and *Whalen* v. *Baltimore & Ohio Ry.,* (Md.), 76 Atl. 166, in both of which instances it was held that, even admitting that a contract like the one in the principal case was valid, the railroad company had fairly complied with its agreement by observing the terms of the contract "until the emergencies of the business, the convenience of the public, and the welfare of the railroad demands its removal," of which latter facts the railroad alone is the judge. The above is true even though the agreement was a covenant in a deed, *Wahlen* v. *Baltimore & Ohio Ry. Co., supra,* although in that case the company had for 59 years maintained the turnout and side track in question. The court points out that "a reasonable time," during which such an agreement must be continued, is to be arrived at by a consideration of the subject matter and the circumstances under which the contract was made. *Texas & Pac. Ry. Co.* v. *Marshall,* 136 U. S. 393, is to the effect that parties desiring conditions to be maintained until the lots are all sold should not content themselves with a general and indefinite contract. In some jurisdictions contracts somewhat similar to the one in the principal case, excepting that they provided for the location of public stations along the line of the railroad, have been held illegal, on the ground that public policy demands that railroad companies should be left free to establish and re-establish their depots wherever the public welfare and wants of the public may require. *People, ex rel, Hunt* v. *C. & A. Ry. Co.,* 130 Ill. 175; *Currie* v. *Natchez, J. & C. Ry.,* 61 Miss. 725; *St. Joseph, etc. Ry. Co.* v. *Ryan,* 11 Kan. 602; *Fuller* v. *Dame,* 18 Pick. 472; also see *Texas Pacific Ry. Co.* v. *Marshall,* 136 U. S. 393. For cases of uncertainty of subject matter under facts not sufficient to give a cause of action for a breach of contract, see *Clark* v. *Great No. Ry.,* 81 Fed. 282; *Van Slyke* v. *Broadway Ins. Co.,* 115 Cal. 644; *Blakistone* v. *German Bank of Baltimore City,* 87 Md. 302; *Marble* v. *Standard Oil Co.,* 169 Mass. 553, 48 N. E. 783; *Dayton* v. *Stone,* 111 Mich. 196; *Howie* v. *Kasnowitz,* 82 N. Y. Supp. 42.

CONTRIBUTORY NEGLIGENCE—ACTS IN EMERGENCY.—Plaintiff was a guest in a vehicle driven by her brother. Due to the negligence of the motorman, a collision between a street car of the defendant and the wagon in which plaintiff was riding seemed imminent. To escape the danger plaintiff jumped and was injured. No collision of any importance actually occurred. *Held,* plaintiff's act was not contributory negligence as a matter of law and a verdict for the plaintiff was affirmed. *Walsh* v. *Altoona and L. V. Electric Ry. Co.* (Pa. 1911), 81 Atl. 551.

When one acts through fear of impending peril produced by another's

fault, the rule of law is clear. 29 Cyc. 521. If the apprehension of danger is reasonable, only the care and prudence of an ordinary man under the same circumstances is required. *Dolson* v. *Dunham,* 96 Minn. 227, 104 N. W. 964; *Shaffer* v. *Beaver Val. Traction Co.,* 229 Pa. 533, 79 Atl. 122. Although the occurrence causing fright must not be trivial, *South Covington & C. St. R. R. Co.* v. *Ware,* 84 Ky. 267, and plaintiff's position of danger clearly must have resulted from defendant's, and not his own, negligence, *Texas & P. Ry. Co.* v. *Myers* (Tex. 1910), 125 S. W. 49; *Grand Rapids & Ind. R. R. Co.* v. *Ellison,* 117 Ind. 234, the fact that the act taken was not the best choice, or would not have been taken on more deliberate judgment, or that the danger was merely apparent, or that no injury would have been sustained had the plaintiff remained passive, does not defeat recovery. WHARTON, NEGLIGENCE, Ed. 2, § 304, *Blyston-Spencer* v. *United Rys. Co.,* 152 Mo. App. 118, 132 S. W. 1175; *Mitchell* v. *So. Pac. R. R. Co.,* 87 Cal. 62; *Cody* v. *N. Y. & N. E. R. R. Co.,* 151 Mass. 462, 7 L. R. A. 843. The reasonableness of the bewilderment or fear of danger and of the action resulting in injury is for the jury. WHARTON, (*supra*), § 377; *Twomley* v. *Central Park N. & E. River R. R. Co.,* 69 N. Y. 160. An analogous question of law, similarly treated by the courts, is presented when one is injured in the attempt to save another's life, placed in danger by the negligence of the defendant. See note 27 L. R. A. (N. S.) 1069; 9 MICH. L. REV. 353.

CORPORATIONS—LIABILITY OF CORPORATION IN ACTION FOR DECEIT.—Action for deceit against defendant mining company and three of its directors, plaintiff alleging that the purchase of certain capital stock of the company had been induced by fraudulent statements made by the director selling the same, and by the company through its prospectus. Defendant company objected to the sufficiency of the complaint on the ground that the mining company, being a corporation, could not be sued for deceit, but was liable only to a rescission. *Held,* that the corporation was exactly in the position of a natural person and might be sued for deceit. *Gunderson* v. *Havana-Clyde Mining Co.* (N. D. 1911), 133 N. W. 554.

The ruling in the case is correctly said to be in accord with the "better doctrine" and the "modern rule." 1 CLARK AND MARSHALL, PRIV. CORP., § 238 (a), (b); 5 THOMP., CORP., § 5492. See also §§ 5474, 5481. But see *contra,* 1 COOK, CORP., § 157. The basic question is, of course, that of the imputation of intent or malice to the corporation. As bearing upon this see 6 MICH. L. REV. 57 at pp. 61 et seq.; 9 MICH. L. REV. 719.

ESTOPPEL—SCHOOL LANDS—TITLE OF STATE.—The State sued to establish title to a tract of disputed school lands, of which the defendant had been in possession under claim of ownership for 11 years, with full knowledge on the part of the State of his possession and claim of ownership under his homestead entry in 1898. In 1904, after survey and resurveys, section 43 was established and a patent issued to defendant from the United States. The State knew this and that the land had, since 1904, been assessed and taxed to defendant as "section 43"; that he had regularly paid his taxes so levied; and that such taxes were annually accepted and used by the State. The boun-